

CHICAGO AND



TRANSPORTATION COMPANY

RECORDATION NO. 8352-A Filed 1425

JUN 17 1985 - 1 15 PM

INTERSTATE COMMERCE COMMISSION

OFFICE OF THE SECRETARY

DIRECT DIAL NUMBER

(312) 559-6167

June 13, 1985

File No.: A-9829 (A-241)

5-165A027

No. JUN 14 1985

Date

Fee \$ 10.00

ICC Washington, D.C.

Mr. James H. Bayne
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Bayne:

Pursuant to Section 11303 (formerly Section 20c), of the Interstate Commerce Act, as amended, attached for recordation are counterparts of Release and Bill of Sale dated June 3, 1985, which is the final release of equipment under Conditional Sale Agreement and Agreement and Assignment, both dated April 1, 1976 assigned Recordation No. 8352.

Enclosed is our check for \$10.00 to cover your recording fee. Please assign a sequential recordation number, retain one counterpart for your files, and return the remaining counterparts each showing recordation data.

Sincerely,

Joan A. Schramm

Joan A. Schramm
Assistant Secretary

Enclosure

cc: R. D. Smith
G. R. Charles
Z. Steiger
R. R. DeWitt

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ICC OFFICE OF
THE SECRETARY
JUN 15 1 49 AM '85
MOTOR OPERATING UNIT

Interstate Commerce Commission
Washington, D.C. 20423

6/17/85

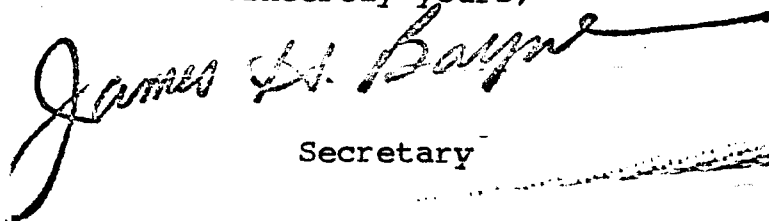
OFFICE OF THE SECRETARY

Joan A. Schramm
Assist. Secretary
Chicago & North Western Transp. Co.
One North Western Center
Chicago, Illinois 60606

Dear Ms. Schramm:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/17/85 at 1:55pm and assigned re-recording number(s) 8352-A & 8383-A

Sincerely yours,


Secretary

Enclosure(s)

JUN 17 1985 1 15 PM

INTERSTATE COMMERCE COMMISSION
RELEASE AND BILL OF SALE

WHEREAS, under the terms of CONDITIONAL SALE AGREEMENT dated as of April 1, 1976, (hereinafter called the "Conditional Sale Agreement") between North Western Leasing Company, a Delaware corporation (hereinafter called "Builder") and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation (hereinafter called "Railroad"), Builder agreed to supply, sell and deliver to Railroad and Railroad agreed to purchase fifteen (15) airslide cars described on Schedule B attached to the Conditional Sale Agreement, (hereinafter referred to as "Equipment"); and

WHEREAS, under the terms of AGREEMENT AND ASSIGNMENT dated as of April 1, 1976, (hereinafter called the "Agreement and Assignment") between Builder and CC LEASING CORPORATION (hereinafter referred to as "Assignee"), Builder sold, assigned, transferred and set over all right, title and interest under the aforesaid Conditional Sale Agreement and all right, title and interest to said Equipment to Assignee; and

WHEREAS, Assignee has received from Railroad full payment due under said Conditional Sale Agreement and Agreement and Assignment and the conditions and obligations of Railroad with respect to the Equipment have been satisfied in full;

NOW THEREFORE, Assignee, in consideration of the sum of One Dollar (\$1.00) to it in hand paid by Railroad, the receipt whereof is hereby acknowledged, DOES HEREBY SELL, ASSIGN, CONVEY, TRANSFER AND SET OVER TO CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, THE Equipment AS IS and WHERE IS, TO HAVE AND TO HOLD the Equipment unto CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, its successor and assigns forever, and ASSIGNEE MAKES NO REPRESENTATIONS OR WARRANTIES EITHER EXPRESS OR IMPLIED, except Assignee warrants title to the Equipment free and clear of all liens, encumbrances and security interests created by the Conditional Sale Agreement.

Assignee does hereby covenant that is has not done anything whereby the Equipment hereby conveyed is or may be in any manner encumbered or charged; that the Equipment is free and clear of all liens and encumbrances of every kind and nature whatsoever created by Assignee or arising out of any act, obligation or liability on its part. The Assignee hereby authorizes removal from the Equipment of any and all ownership plates and other markings of Assignee.

IN WITNESS WHEREOF, CC LEASING CORPORATION has caused this instrument to be executed in its corporate name by one of its Vice Presidents and its corporation seal to be hereunto affixed and attested by one of its duly authorized officers, this 3rd day of JUNE, A.D. 1985.

CC LEASING CORPORATION

By: Barry L. Blalock

(Seal)

ATTEST:

D. A. Truitt

Title: Asst. Sec.

STATE OF MARYLAND)
) SS
COUNTY OF BALTIMORE)

On this 3rd day of June, 1985, before me personally appeared Barry L. Blailock and David A. Rosenberg to me personally known, who, being by me duly sworn, say that they are, respectively, a Vice President and an Assistant Secretary of CC Leasing Corporation, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Kathleen Tutz
Notary Public

My Commission Expires

July 1, 1986

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5/24/85